

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

SEAFLEX, INC.,
Plaintiff,

v.

RON DEHLIN,
Defendant.

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CIVIL ACTION NO. H-05-3330


REMAND ORDER

In a Memorandum and Order signed November 17, 2005 [Doc. # 11], the Court noted that remand would be appropriate if Plaintiff established that it could not, as a matter of law, recover more than the jurisdictional amount for this Court by filing a binding stipulation that limited its recovery. Plaintiff has filed an Affidavit [Doc. # 13], which is signed by Andrew E. Townend, Seaflex, Inc.'s President.

Plaintiff, through its President, stipulates that Plaintiff "limits its total recovery in this case, including attorney's fees, to an amount that does not exceed \$75,000.00." *See* Affidavit, p. 3. The Affidavit's stipulation is unconditional and establishes that Plaintiff could not recover more than the jurisdictional amount for this Court. Consequently, and in accordance with the November 17, 2005 Memorandum and Order, and in reliance on the binding stipulation set forth in the Affidavit filed November 30, 2005, it is hereby

ORDERED that Plaintiff's Motion to Remand [Doc. # 5] is **GRANTED** and this case is **REMANDED** to the 113th Judicial District Court of Harris County, Texas.

SIGNED at Houston, Texas, this **13th** day of **December, 2005**.



Nancy F. Atlas
United States District Judge